

CULLEN AND DYKMAN LLP
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Garden City, NY 11530
(516) 357-3700
C. Nathan Dee, Esq.
Elizabeth M. Aboulafia, Esq.

*Counsel for Navillus Tile, Inc.,
d/b/a Navillus Contracting*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
In re:	: Chapter 11
	:
NAVILLUS TILE, INC., DBA NAVILLUS	: Case No. 17-13162 (SHL)
CONTRACTING	:
	:
	:
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**NOTICE OF (I) NAVILLUS' INTENT TO ASSUME
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND (II) CURE AMOUNTS RELATED THERETO**

**TO ALL NON-DEBTOR COUNTERPARTIES TO EXECUTORY
CONTRACTS OR UNEXPIRED LEASES WITH NAVILLUS:**

PLEASE TAKE NOTICE pursuant to the *First Amended Chapter 11 Plan of Reorganization of Navillus Tile, Inc., d/b/a Navillus Contracting Under Chapter 11 of the Bankruptcy Code* dated August 24, 2018 (as it may be further amended, modified, and supplemented, the "Plan")¹ filed by Navillus Tile, Inc., d/b/a Navillus Contracting, the above-captioned debtor and debtor-in-possession ("Navillus"), Navillus is seeking authority to, among other things, assume certain prepetition Executory Contracts and Unexpired Leases pursuant to section 365 of the Bankruptcy Code.

PLEASE THAT FURTHER NOTICE that in connection with the Plan, Navillus has filed a schedule (the "Assumption and Cure Schedule") designating each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan and the cure amount, if any, related to such proposed assumption.² You are receiving this notice because you are a counterparty to one or

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

² Unless otherwise specified on the Assumption and Cure Schedule, each Executory Contract and Unexpired Lease listed thereon shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects the

more of the Executory Contracts and Unexpired Leases set forth on the Assumption and Cure Schedule collectively annexed hereto as **Exhibits A** and **B**.

PLEASE TAKE FURTHER NOTICE that if you have questions about why the Executory Contracts or Unexpired Leases to which you are a counterparty are identified on the Assumption and Cure Schedule, you may contact Navillus' counsel at:

If you are a counterparty to an Executory Contract or Unexpired Lease listed on **Exhibit A**:

Cullen and Dykman LLP
100 Quentin Roosevelt Blvd.
Garden City, New York 11530
C. Nathan Dee, Esq.
Elizabeth M. Aboulafia, Esq.
(516) 357-3700
ndee@cullenanddykman.com
eaboulafia@cullenanddykman.com

If you are a counterparty to an Executory Contract or Unexpired Lease listed on **Exhibit B**:

Otterbourg, P.C.
Attn: Melanie L. Cyganowski, Esq.
230 Park Avenue
New York, New York 10169
(212) 661-9100
mcyganowski@otterbourg.com

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has established October 1, 2018 at 5:00 p.m. (EST) (the "Objection Deadline") as the date by which all non-debtor counterparties to the Executory Contracts and Unexpired Leases must electronically file with the Clerk of the Bankruptcy Court any objections to the cure amount listed by Navillus on the Assumption and Cure Schedule or the assumption of any Executory Contract or Unexpired Lease listed on the Assumption and Cure Schedule, and serve a copy of such objection on the following parties: (i) counsel to Navillus, Cullen and Dykman LLP, Attn: C. Nathan Dee, Esq. and Elizabeth M. Aboulafia, Esq., 100 Quentin Roosevelt Blvd., Garden City, New York 11530 (if you are a counterparty to an Executory Contract or Unexpired Lease listed on **Exhibit A**) or Otterbourg, P.C., Attn: Melanie L. Cyganowski, Esq., 230 Park Avenue, New York, New York 10169 (if you are a counterparty to an Executory Contract or Unexpired Lease listed on **Exhibit B**); (ii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Paul Schwartzberg, Esq.; and (iii) the attorneys for the Committee, Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Mark T. Power, Esq.

PLEASE TAKE FURTHER NOTICE that if there are objections filed, the Bankruptcy Court may either schedule such objection to be heard at the Combined Hearing on October 10, 2018 at 11:00 a.m. or at a later hearing on a date to be set by the Bankruptcy Court. Any hearing on any objections to the Assumption and Cure Schedule will be held before the Honorable Sean H. Lane, United States Bankruptcy Judge, in Courtroom 701 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that Navillus reserves the right, on or prior to the Confirmation Date, to amend the Assumption and Cure Schedule. Navillus shall provide notice of any amendments to the Assumption and Cure Schedule to the parties affected thereby. The listing of a document on the Assumption and Cure Schedule shall not constitute an admission by Navillus that such document is an Executory Contract or an Unexpired Lease or that Navillus has any liability thereunder. If no cure amount for an assumed Executory Contract or Unexpired Lease is listed in the Assumption and Cure Schedule, the cure amount shall be deemed to be \$0.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything to the contrary in the Plan, Navillus or Reorganized Navillus, as applicable, shall be authorized to reject any Executory Contract or Unexpired Lease that is subject to a dispute concerning amounts necessary to cure any defaults through the Effective Date of the Plan.

PLEASE TAKE FURTHER NOTICE that each counterparty to an Executory Contract or Unexpired Lease that does not file an objection to the Assumption and Cure Schedule on or before the Objection Deadline will be deemed to consent to the assumption of such Executory Contract or Unexpired Lease and the proposed cure amount (if any) with respect to such agreement, and shall be forever barred from objecting to the assumption or proposed cure amount or asserting any other objections against Navillus, Reorganized Navillus and its estate arising out of such Executory Contracts or Unexpired Leases.

Dated: Garden City, New York
September 20, 2018

CULLEN AND DYKMAN LLP

OTTERBOURG, P.C.

By: /s/ Elizabeth M. Aboulafia
C. Nathan Dee, Esq.
Elizabeth M. Aboulafia, Esq.
100 Quentin Roosevelt Boulevard
Garden City, NY 11530
(516) 357-3700

Melanie Cyganowski, Esq.
230 Park Avenue
New York, NY 10169
(212) 661-9100

*Counsel for Navillus Tile, Inc.,
d/b/a Navillus Contracting*

*Special Litigation and Conflicts
Counsel for Navillus Tile, Inc.*

Exhibit A

Assumption and Cure Schedule

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
1	Air Masters, Inc.	1935 Richmond Terrace Staten Island, NY 10302	General Construction Contract re: Hurricane Sandy Residential Community Recovery Package #33	10/10/16	\$0.00
2	Bricklayers and Allied Craftworkers, L1	4 Ct Square W. #1 Long Island City, NY 11101	Collective Bargaining Agreement		\$0.00
3	Building and Construction Trades Council	71 W 23rd St., Ste. 501-03 New York, NY 10010	Multiemployer Collective Bargaining Agreement		\$0.00
4	Building Contractors Association	451 PARK AVENUE SOUTH NEW YORK, NY 10016	Negotiation and administration of CBAs		\$0.00
5	CNY Construction 10 LLC	214 WEST 39TH STREET, STE. 804 NEW YORK, NY 10018	Trade Contract for 110 University Place No. 4020-10- 04-0010-NATIIN-000		\$0.00
6	Construction Risk Partners	252 W. 37th St., Ste. 200E New York, NY 10018	Brokerage Agreement		\$0.00
7	E.E. Cruz And Tully Construction Co., A Joint Venture, LLC	32 Avenue of the Americas 13th Floor New York, NY 10013	Subcontract Agreement		\$0.00
8	General Building Laborers' Local Union No. 66	1600 Walt Whitman Road, Melville, NY 11747	Collective Bargaining Agreement	04/05/16	\$0.00
9	Gilbane Building Company	88 Pine Street 27th Floor New York, NY 10005	Subcontract re: NY Presbyterian Hospital	08/24/17	\$0.00

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
10	Gilbane Building Company	88 Pine Street, 27th Floor New York, NY 10005	Construction Work at 55 Hudson Yards		\$0.00
11	International Union of Operating Engineers, L14	141-57 Northern Blvd. Flushing, NY 11354	Collective Bargaining Agreement		\$0.00
12	JRM Construction Management	242 West 36th St., 9th Fl. New York, NY 10018	Construction Agreement re: Concrete Masonry		\$0.00
13	JRM Construction Management, LLC	242 West 36th St., 9th Fl. New York, NY 10018	Master Subcontractor Agreement	11/28/16	\$0.00
14	KG Power Systems	150 Laser Ct. Hauppauge, NY 11788	Subcontractor Agreement		\$0.00
15	Lend Lease (US) Construction LMB, Inc.	200 Park Avenue New York, NY 10166	Construction Agreement with Lease	10/01/13	\$0.00
16	Leon DeMatteis Construction Corp.	820 Elmont Road Elmont, NY 11003	Renovation of IS 323		\$0.00
17	LIUNA Construction & General Bldg. Laborers, L79	520 Eighth Ave. #679 New York, NY 10018	Collective Bargaining Agreement		\$0.00
18	Mason Tenders District Council	520 8th Ave, #650, New York, NY 10018	Collective Bargaining Agreement		\$0.00
19	New York City School Construction Authority	3030 Thomson Ave. Long Island City, NY 11101	Project Labor Agreement for Fiscal Years 2015-2019		\$0.00
20	New York City School Construction Authority	3030 Thomson Ave. Long Island City, NY 11101	Construction work at PS K280 Educational Campus		\$0.00

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
21	Operating Engineers and Surveyors, L15, 15d 138	44-40 11th St. Long Island City, NY 11101	Collective Bargaining Agreement		\$0.00
22	Skanska USA Building Inc.	350 5th Avenue 32nd Floor New York, NY 10118	Subcontract Agreement for 370 Jay Street Tile	08/05/16	\$0.00
23	Skanska USA Building Inc.	Empire State Building 575 Fifth Avenue 29th Floor New York, NY 10017	Subcontract Agreement for NYU 370 Jay Street	08/11/15	\$0.00
24	Skanska USA Building Inc.	350 5th Avenue 32nd Floor New York, NY 10118	Construction Agreement re: Carpentry for Project Dream	07/06/17	\$0.00
25	Skanska USA Building Inc.	350 5th Avenue 32nd Floor New York, NY 10118	Construction Agreement for General Construction Trades		\$0.00
26	STV Construction, Inc.	225 Park Avenue South New York, NY 10003	Construction Agreement	01/11/16	\$0.00
27	The Laquila Group, Inc.	1590 Troy Avenue Brooklyn, NY 11234	Construction Agreement re: 74 Trinity Place	05/24/17	\$0.00
28	Tishman Construction Corp.	100 Park Ave New York, NY 10017	Construction Agreement re: NYU LMC Ambulatory Care Center	08/21/17	\$0.00
29	Tishman Construction Corp.	100 Park Ave New York, NY 10017	General Construction Contract re: Hurricane Sandy Residential Community Recovery Package #33	10/03/16	\$0.00
30	Tishman Construction Corp.	100 Park Ave New York, NY 10017	General Construction Contract	10/03/16	\$0.00
31	Tishman Construction	100 Park Ave New York, NY	General Construction Contract re: Hurricane Sandy	05/02/17	\$0.00

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
	Corp.	10017	Residential Community Recovery Package #22		
32	Tishman Construction Corp.	100 Park Ave New York, NY 10017	Project Labor Agreement for Hurricane Sandy Community Recovery		\$0.00
33	Tishman Construction Corp.	100 Park Ave New York, NY 10017	Project Labor Agreement for One Vanderbilt		\$0.00
34	Tishman Construction Corp.	100 Park Ave New York, NY 10017	Trade Contract Agreement for NYU Smilow Cellar Rebuild		\$0.00

Exhibit B

Assumption and Cure Schedule

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
1	Hunter Roberts Construction Group	55 Water Street 51 st New York, NY 10017	Subcontract Agreement re: Pier 57 (Concrete)		\$0.00
2	Hunter Roberts Construction Group	55 Water Street 51 st New York, NY 10017	Subcontract Agreement re: Pier 57 (Masonry)		\$0.00
3	New York City Housing Authority	250 Broadway New York, NY 10001	General Construction Contract re: Astoria Houses	06/26/17	\$0.00
4	New York City Housing Authority	250 Broadway New York, NY 10001	General Construction Contract re: Construction Agreement re Redfern Houses		\$0.00
5	New York City Housing Authority	250 Broadway New York, NY 10001	General Construction Contract re: Construction Agreement re LaGuardia Houses		\$0.00
6	New York City Housing Authority	250 Broadway New York, NY 10001	General Construction Contract re: Construction Agreement re Ocean Bay Houses		\$0.00
7	New York City Housing Authority	250 Broadway New York, NY 10001	General Construction re: Smith House	05/04/17	\$0.00
8	New York City Housing Authority	250 Broadway New York, NY 10001	Project Labor Agreement for Multiple Locations		\$0.00
9	Signature Financial LLC	225 Broadhollow Road, Suite 132W Melville, NY 11747	Security Agreement Regarding Purchase of Equipment		\$0.00
10	Signature Financial LLC	225 Broadhollow Road, Suite 132W Melville, NY 11747	Security Agreement Regarding Purchase of Equipment		\$0.00
11	Structure Tone, Inc.	770 Broadway New York, NY	Subcontract re: Time Warner Headquarters		\$0.00

	Non-Debtor Contractual Counterparty	Address	Description of Contract or Lease	Date of Contract or Lease	Cure Costs
	Structure Tone, LLC	10003 330 West 34th Street New York, NY 10001			
12	Turner Construction Company	375 Hudson St., 6th Fl. New York, NY 10004	Subcontract Agreement re: Sca PS 398 (Queens)	06/16/17	\$0.00
13	Turner Construction Company	375 Hudson St., 6th Fl. New York, NY 10004	Construction Agreement re: Concrete Slab and broom finish		\$0.00
14	Tutor Perini Building Corp.	360 West 31 st Street, Suite 1510 New York, NY 10001	Subcontract No. 10194600- SC-040 for Hudson Yards Platform		\$0.00